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A G R E E M E N T

BY AND BETWEEN

B O A R D O F E D U C A T I O N

O F

E A S T W I N D S O R R E G I O N A L S C H O O L S

A N D

T H E H I G H T S T O W N E D U C A T I O N A S S O C I A T I O N

JULY 1, 1972 - JUNE 30, 1973

Read

6-6-72

OK-by R. Gray

OK-June 6-72

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T H I S A G R E E M E N T, entered into this 15<sup>th</sup> day of June, 1972, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the HIGHTSTOWN EDUCATION ASSOCIATION, hereinafter called "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, BOARD is required by law to negotiate with ASSOCIATION on the terms and conditions of employment of teachers; and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing,

IT IS HEREBY AGREED by and between the parties hereto that:

#### ARTICLE I - RECOGNITION

A.

1. The Board hereby recognizes the Association for the year 1972-73 as the exclusive representative for collective negotiations as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 303, Laws of 1968 concerning grievances and terms and conditions of employment for certificated personnel under contract by the Board in the following job categories.

Classroom teachers  
Nurses  
Guidance counselors  
Librarians  
Home instruction teachers  
Social workers  
Specialist teachers

2. It is acknowledged that after a certified election house masters, unit leaders, content specialists elected not to be included in the unit.

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

C. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, Laws of 1968, but will reserve the right to meet with employee organizations -- other than the majority group -- to hear their views. A representative of the Association may be given the opportunity to attend.

## ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than <sup>Jan 1970</sup> October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers but a complaint of a non-tenure teacher which arises by reason of his not being re-employed shall not be within the meaning of this section.
2. An "aggrieved person" is the person or persons making the claim. All teachers, including the grievant, shall continue under the direction of the Superintendent and administration regardless of the pendency of any grievance, until such grievance is properly determined.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

1. Level one -

(a) Any professional employee who has a grievance shall

discuss it first with his immediate superior and then his principal in an attempt to resolve the matter informally at that level.

(b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

## 2. Level two -

The professional employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal in writing, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal. *San Hum*

## 3. Level three -

(a) If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred to the Professional Relations Committee of the ASSOCIATION. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the parties concerned in writing of that determination.

(b) If the Professional Relations Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the BOARD.

(c) If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the Superintendent of Schools, and the BOARD.

(d) An employee whose grievance has been determined to be without merit by the Professional Relations Committee shall retain the right to appeal in writing to the BOARD, within 10 school days of the determination by the Professional Relations Committee.

## 4. Level four -

(a) If the grievance is not solved to the professional employee's satisfaction, he may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the BOARD. A Committee of the BOARD

shall review the grievance, hold a hearing with the professional employee, if requested, and render a decision in writing within 15 calendar days. A copy of the Board's decision shall be forwarded to the Association.

5. Level five -

(a) Any grievance supported by the Professional Relations Committee and not resolved to the satisfaction of the employee after review by the committee of the BOARD shall, at the request of the Professional Relations Committee, be submitted to arbitration by the American Arbitration Association.

The following procedure will be used to secure the services of an arbitrator:

(a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine, within 10 school days of the second request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the BOARD. The decision of the arbitrator shall be final and binding. Only the BOARD and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses, shall be borne equally by the BOARD and the professional employees.

(d) All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

6. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set

forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### 7. Rights of Teachers to Representation

1. Any grieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### 8. Reprisals

No reprisals of any kind shall be taken by the Board or by the Association against any party in interest, any member of the Association, any representative, or any participant in the grievance procedure by reason of such participation.

#### 9. Group Grievance

1. If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two of the Grievance Procedure.

#### 2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be part of the personnel file of any of the participants.

### ARTICLE IV - TEACHER RIGHTS

- A. All teachers shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other Association activities for mutual aid and protection in accordance with Chapter 303, Laws of New Jersey 1968.
- B. Nothing contained herein shall be construed to deny or restrict such rights as a teacher may have under New Jersey School Laws or other applicable laws and regulations.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the East Windsor Regional School District.
- D. The personal life of a teacher shall not effect the teacher's employment except as it may prevent the teacher from performing properly his assigned functions.

#### ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The BOARD recognizes the Association rights as defined in Chapter 303 Public Laws of New Jersey 1968.
- B. The BOARD agrees to furnish to the Association available information that is in the public domain upon reasonable request. The BOARD shall furnish copies of the available information upon written request therefor but shall not be required to prepare information not already in existence.
- C. The Association shall have the privilege to use school buildings at reasonable non-school hours on school days for meetings provided that the approval of the principal of the building in question has been secured in advance of the time of all such meetings. Such approval shall not be unreasonably withheld.
- D. The Association will have reasonable use of the post boxes and the inter-school mail service.
- E. The Board and the Association agree to share equally in the cost of reproducing this agreement as arranged.

#### ARTICLE VI - TEACHER WORK YEAR

- A. The school calendar shall be discussed each year between the BOARD and the Association not later than April 15.
- B. The teacher work year shall consist of one hundred eighty five (185) in school work days which may not begin before September 1 or end after June 30, except for the present teacher orientation programs held each year.
- C. Teachers as defined in this Agreement are employed for the school year commencing September 1 and ending June 30 subject to such reduction in time as may result from prior completion of all teacher assignments and responsibilities but shall not exceed the normal teachers' work year.

#### ARTICLE VII - TEACHING CONDITIONS

- A. Teachers may be expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to clock-in or clock-out by hours or minutes. For safety purposes, however, and unless other arrangements are made with the individual building principals, teachers are expected to be in the school buildings at least fifteen (15) minutes before the official arrival time of students at the beginning of the school day and to remain in the school building at the end of such day at least fifteen (15) minutes after the students have been dismissed. The foregoing is not intended to change or restrict the opportunity for each teacher to exercise his recognized professional responsibility to assist students after school has been dismissed when such help is needed or requested. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.



- B. Teaching schedules shall remain under the authority of the building principals. The Board and H.E.A. recognize and declare that providing a quality education for the children in East Windsor schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teachers.
- C. Teachers shall have a duty free lunch period of at least thirty (30) minutes.
- D. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is needed by mutual agreement the time may be extended.
- E. Teacher appointment to extra-curricular activities shall be offered and accepted without coercion either way, yearly.
- F. Every effort shall be made to the end that extended trips will be voluntary.

#### ARTICLE VIII - STAFF PUPIL RATIO

- A. A desired narrow range and an upper limit for the maximum number of children per professional member in grades K-12 shall be determined by the Board with the advice of the Superintendent and his professional staff. A desired narrow range for the minimum number of children in each class in grades K-12 and a lower limit for grades 9-12 shall also be determined by the Board with the advice of the Superintendent and his staff.
- B. The desired maximum for staff ratio will be adhered to more closely as the number of units at any level or in any course increases.
- C. Maximum staff ratio for units shall range from lowest to highest in the following order: (1) Grades (K-2), (2) Grades (6-8), (3) Grades (3-5), (4) Grades (9-12).
- D. Enrollment in classes which are clearly designated as experimental shall be allowed to fall somewhat below established lower limits for a period of one year, after which the results of the experiment shall be ascertained and a new decision made concerning any further experimentation.
- E. In recommending an additional course, the Superintendent must have a definite expectation that enrollment in such a course will rise to the established lower limit within a period of four successive years from the time the course is first offered.

present BOARD policies relating to terms and conditions of employment shall remain in force during the contract period.

Proposed new BOARD policies or modifications of existing BOARD policies relating to terms and conditions of employment for this contract period shall be negotiated with the ASSOCIATION before they are established.

A. Certification

1. The Board agrees to hire only those teachers approved as certified by the State Board of Examiners.
2. Notification: Upon employment, the Board shall notify the Association in writing, the certificates and degrees held and the address of each new teacher.
3. Recruitment: Vacancies in the school system will be made known to the staff as they arise. Staff members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.
4. Notification of Contract and Salary: Teachers shall be notified of their contract and salary status for the ensuing year no later than ninety (90) days prior to the end of each school year.
5. Previous Sick Leave Accumulation: Previously accumulated unused sick leave days shall be restored to all returning personnel.

ARTICLE XI - SALARY GUIDE FOR 1972-73

	<u>Less than 4</u>	<u>BA</u>	<u>BA &amp; 30</u>	<u>MA</u>	<u>MA &amp; 30</u>	<u>DR</u>
1	7075	8575	8975	9300	9700	10,350
2	7225	8725	9125	9450	9850	10,500
3	7375	8875	9275	9600	10,000	10,650
4	7675	9175	9575	9900	10,300	10,950
5	7975	9475	9875	10,200	10,600	11,250
6	8300	9800	10,200	10,525	10,925	11,475
7	8625	10,125	10,525	10,850	11,250	11,900
8	9025	10,525	10,925	11,275	11,675	12,325
9	9350	10,850	11,250	11,600	12,000	12,650
10	9700	11,200	11,600	11,950	12,350	13,000
11	10,050	11,550	11,950	12,300	12,700	13,350
12	11,250	12,100	12,500	13,000	13,400	14,050
13		13,000	13,400	13,900	14,300	14,950

The salary guide agreed to shall be consistent at a minimum with the memorandum issued by the office of the Commissioner of Education.

Whenever an individual accepts office, position or employment as a teacher in this district, his initial place on the salary schedule shall be determined by the amount of credit for prior teaching and military experience up to and including 7 years.

ARTICLE XI B - EXTRA PAY FOR EXTRA SERVICES

<u>Position</u>	<u>1-3</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13--</u>
Coordinator of Activities	618	653	694	729	770
District AVA Director	618	653	694	729	770
Data Process Director	618	653	694	729	770
H. S. Band	694	729	770	810	845
H. S. Yearbook (lit.)	618	653	694	729	770
H. S. Yearbook (bus.)	309	344	385	426	461
H. S. Newspaper (lit.)	618	653	694	729	770
H. S. Newspaper (bus.)	309	344	385	426	461
6-8 Sch. Newspaper (lit. & bus.)	618	653	694	729	770
H. S. Drama Director	618	653	694	729	770
H. S. Drama Asst. (four)	181	192	204	216	233
H. S. Sr. Play Asst.	373	385	408	437	461
School Musical	618	653	694	729	770
6-8 School Chorus	373	385	408	437	461
H. S. Stage Props & Scen.	618	563	694	729	770
6-8 School Props & Scen.	181	192	204	216	233
Marching Band	204	216	233	245	257
6-8 School Band	618	653	694	729	770
Class Advisor (s) - Sr.	152	152	152	152	152
Class Advisor (s) - Jr.	152	152	152	152	152
6-8 School Play Director	373	385	408	437	461
6-8 School Play Asst.	181	192	204	216	233

ARTICLE XI C - COACHES SALARY GUIDE 1972-73

<u>SPORT</u>	<u>1-3 yrs.</u>	<u>4-6 yrs.</u>	<u>7-9 yrs.</u>	<u>10-12 yrs.</u>	<u>13--</u>
Soccer - Head	851	898	944	985	1032
Assistant(s)	513	536	566	595	618
Football - Head	1166	1259	1347	1434	1527
Assistant(s)	700	752	810	863	915
Basketball - Head	1079	1143	1213	1272	1347
Assistant(s)	647	688	729	770	810
Track - Head	851	898	944	985	1032
Assistant(s)	513	536	566	595	618
Baseball - Head	851	898	944	985	1032
Assistant(s)	513	536	566	595	618
Cross Country - Head	496	536	583	630	676
Indoor Track - Head	361	403	449	496	536
Golf - Head	496	536	583	630	676
Girls Field Hockey	361	403	449	496	536
Assistant	212	242	269	298	322
Girls Basketball - Head	361	403	449	496	536
Assistant	212	242	269	298	322
Girls Softball - Head	361	403	449	496	536
Assistant	212	242	269	298	322
Cheer Leaders - Fall	403	449	496	536	583
Winter	403	449	596	536	583
Athletic Director	1166	1347	1527	1708	1883
Intermediate School ---					
Boys intra-murals and Athletics Head	641 for each season				
Boys Intra-murals and Athletics Assistant	385 for each season				
Girls Intra-murals Sports Head	385 for each season				

## ARTICLE XII - TEACHER ASSIGNMENT AND TRANSFER

- A. Every effort shall be made to give all teachers written notice of their salary schedules, class and/or subject assignment, and building assignments for the forthcoming year not later than the last day of school except in cases of emergency.
- B. In the event that changes in such schedules, class and/or subject assignments are proposed after July 1, any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the superintendent or his representative and the teacher affected and at the teacher's option a representative of the Association.
- C. The teacher assignments in the district shall be within the areas of preparation as certified by the State of New Jersey.
- D. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of fifteen (15) cents per mile.
- E. Teachers who desire a change in assignment or transfer to another building may file a written statement of such desire with the Superintendent not later than February 1.
- F. No later than February 15 of each school year, the Superintendent shall post in all school buildings a list of all known vacancies that are anticipated during the following school year.
- G. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified in the judgment of the Board to fill said position.

## ARTICLE XIII - EVALUATION

- A. The evaluation of teaching at our school system shall be cooperative and constructive with the full knowledge of the teacher. No prior notice need be given. Its major purpose is the improvement of the total teacher-learning situation. Supervisors and teachers shall work together to study factors in the learning situation, and then plan and work for improvement.
- B. Written evaluation of teaching shall be turned into the Superintendent at a time specified by him. All evaluations for the Superintendent are required by him to be in writing. One copy will be given to the employee and one copy sent to the Superintendent. The teacher is given the opportunity of reading the evaluation, signing it as an indication only that it has been read, and responding by attachment if he so desires.

year as of the first official day of the school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. The employee shall provide a doctor's certificate for illness exceeding three (3) consecutive days.

2. After all sick leave allowed under Section 1 above has been used, an additional twelve (12) days at employee's pay less substitute's pay will be allowed. But in no case less than half (1/2) pay.
3. As of September 1, 1972, whenever the BOARD employs a teacher who has an unused accumulation of sick leave days in his most recent school district, the BOARD shall grant additional sick leave credit up to a maximum of forty (40) sick leave days. It shall be the responsibility of the teacher to provide a certified accounting of the unused sick leave days within one year of employment. It shall be the responsibility of the East Windsor Regional School District to inform all applicants of these provisions.
4. Teachers shall be given a written accounting of accumulated sick leave days no later than the first day of each school year.

B. Illness in the Immediate Family Days

1. The Board shall provide three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).
2. The Board shall further provide that, after all such illness in the Immediate Family Days as indicated in the preceeding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.
3. An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

C. Death in the Family Days

1. The Board shall provide five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, additional days may be granted by the Superintendent at full deduction in pay.

D. Death in Other than the Immediate Family Day

1. The Board shall provide one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the Death in Other than the Immediate Family Day is exhausted, additional days may be granted by the Superintendent at full deduction in pay.

E. Marriage Days

1. The Board shall provide three (3) days per year at full pay for marriage. After such marriage days are exhausted, additional days may be granted by the Superintendent at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

1. The Board shall provide full pay for each day that an employee's presence in court is required by subpoena. The Board shall further provide full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

1. The Board shall provide four (4) days leave of absence with pay per year for religious, personal, legal business, household, or family matters which require absence during school hours. Application to Superintendent for days for other reasons shall be made within 2 days except in cases of emergency; except that a full deduction will be made for absence on the day before or after a vacation. Any decision affecting a teacher's absence for religious purposes shall be subject to the grievance procedure.

H. Sabbatical Leave

A sabbatical leave shall be granted to a teacher by the Board for study or travel, subject to the following conditions:

1. If there are sufficient qualified applicants for the school year, 1972-1973, sabbatical leaves shall be granted to a maximum of three (3) qualified applicants. Each may receive a full year sabbatical, or up to six (6) qualified applicants each may receive a half-year sabbatical or any combination thereof not to exceed a total duration of three (3) full years for all applicants.
2. Requests for sabbatical leave must be received by the Superintendent in writing by March 31st of the School Year in such form as may be mutually agreed on by the Association and the Superintendent.
3. The teacher has completed at least seven (7) full school years of service in the East Windsor Regional School District.
4. During the 1972-73 year a teacher will receive 100% of the salary due him while on sabbatical leave; i.e., one-half year's salary for a half year sabbatical or one year's salary for a one year sabbatical.
5. A teacher granted a sabbatical leave must agree to at least two (2) years' employment in the District after return from such sabbatical leave.



6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.
7. A teacher shall not be granted a sabbatical leave more than once in any seven year period.

I. Maternity Leave

1. Maternity leave shall be granted consistent with New Jersey law and the decision and orders of the Division of Civil Rights of the Department of Law of the State of New Jersey.

J. Military Leaves of Absence

1. Brief Military Leave of Absence

(a) Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows:

"An officer or employee of the State or a County, School District or Municipality, who is a member of the organized reserve of the Armed Forces of the United States or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

(b) A copy of the military orders shall be filed with the Secretary of the Board.

2. Extended Military Leave of Absence

(a) Leave of absence for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary of the Board. An extended period is defined as any period longer than 90 days.

(b) Such leaves are authorized according to statute 18A:6-13, page 377, third volume of new edition, summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all the terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his leave of absence which such person would have enjoyed had he not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three months after receiving his discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his discharge from service his leave of absence shall be extended until three months after his recovery or until the expiration of two years from the date of his discharge from such service, whichever shall first occur. In no case shall such person be discharged or separated from his employment during such period of leave of absence because of his entry into such service. Such person shall be entitled to resume his employment provided he shall apply therefor before the expiration of his leave of absence and provided he shall be honorably discharged from such service.

According to the Department of Education, Division of Controversies and Disputed, the board of education is responsible for the payment of the employee's pension fund contributions during the time he served in the military service."

#### ARTICLE XVI - INSURANCE PROTECTION

##### A. Health Insurance

1. The Board shall maintain, at Board expense, group health insurance coverages for all employees and dependents at 100% full family-dependent coverage as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage and a major medical plan.

2. In the event of any change in the contracted insurance carrier or carriers, the employee shall be guaranteed coverage of benefits equal to or better than the present contract.

##### B. Injury Insurance

The Board shall maintain, at Board expense, insurance coverage for all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

##### C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

#### ARTICLE XVII - PROFESSIONAL DEVELOPMENT

- A. The Board shall assume the full course cost and approved expenses for any courses a teacher is requested or required in writing by the Superintendent to take. This should include costs involved in workshops and conferences which teachers are required/requested to attend.

#### ARTICLE XVIII - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board has charged its administration with the responsibilities for the maintenance of procedures which will enhance classroom control and discipline.
- B. Each principal shall work out particular rules and regulations with his professional staff through a Building Committee, consisting of three Association appointed members and three representatives of the Administration. This committee will report to the staff any changes or additions to the disciplinary procedure.
- C. Each building discipline committee shall discuss and adopt discipline procedures designed to establish proper classroom control geared to the needs of the students and professional staff members.

#### ARTICLE XIX - DEDUCTION FROM SALARY

- A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 310, Laws of 1967, N.J.S. 52:14-15. 9e.
- B. Annuities - The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

#### ARTICLE XX - DURATION OF AGREEMENT

This contract represents the exclusive agreements made by and between the East Windsor Regional School District and the Hightstown Education Association. This agreement shall be and become effective on July 1, 1972, and shall terminate on June 30, 1973. In the event that a successor agreement to this contract is not executed before June 30, 1973, this contract shall continue in full force and effect to an additional period not to exceed one (1) year.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 15<sup>th</sup> day of June, Nineteen hundred and seventy two.

Signed, sealed and delivered in the presence of

Rosanna C. Murphy

ATTEST:

Margaret J. DeLellis  
Margaret J. DeLellis, Secretary

HIGHTSTOWN EDUCATION ASSOCIATION

By: Helen W. Mazzoli (L.S.)  
Helen W. Mazzoli, President

Sarah Thompson (L.S.)  
Sarah Thompson, Secretary  
BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

By: Phyllis Stein  
Phyllis Stein, President

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF MERCER :

BE IT REMEMBERED, that on this 15<sup>th</sup> day of June, Nineteen hundred and seventy two before me, the subscriber, a Notary Public of New Jersey, personally appeared Helen W. Mazzoli and Sarah Thompson, who, I am satisfied, are the President and Secretary, respectively, of HIGHTSTOWN EDUCATION ASSOCIATION, called "ASSOCIATION" in the within instrument, and who executed the within instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as the voluntary act and deed of the ASSOCIATION for the uses and purposes therein expressed.

Julian R. Given  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 8, 1976

STATE OF NEW JERSEY :  
: ss.  
COUNTY OF MERCER :

BE IT REMEMBERED, that on this 15<sup>th</sup> day of June, Nineteen Hundred and seventy two before me, the subscriber, a Notary Public of New Jersey, personally appeared Margaret J. DeLellis, who being by me duly sworn, doth depose and make proof to my satisfaction, that she well knows the corporate seal of BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, the BOARD mentioned in the within instrument; that the seal thereto affixed is the proper corporate seal of the said corporation; that the same was so affixed thereto and the execution thereof, the President of said corporation in the presence of the said deponent, as the voluntary act and deed of the said corporation, and that the said deponent thereupon signed the same as subscribing witness.

Sworn to and subscribed before me  
the day and year aforesaid June 15 1972.

Julian R. Given  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 8, 1976

Margaret J. DeLellis  
Margaret J. DeLellis

EAST WINDSOR REGIONAL SCHOOL DISTRICT

HIGHTSTOWN, NEW JERSEY 08520

Telephone: 448-4840  
Area Code 609

June 16, 1972

Received from James E. Major, Jr. on this date the  
Agreement by and between Board of Education of East  
Windsor Regional Schools and the Hightstown Education  
Association - July 1, 1972 - June 30, 1973.

Selen H. Mazzola

jrg